



December 16, 2009

**AGENDA DATE:**  
January 12, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**ADOPTED**BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES**63 JANUARY 12, 2010**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF MEMORANDA OF UNDERSTANDING WITH LACERA  
REPRESENTED EMPLOYEES (BARGAINING UNITS 850 AND 851)****(3-VOTES)****IT IS RECOMMENDED THAT YOUR BOARD:**

Approve the Memoranda of Understanding (MOUs) for the LACERA Administrative, Technical, Clerical and Blue Collar Unit (850) and the LACERA Supervisory Unit (851).

**PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION**

On May 22, 2000, the Los Angeles County Employee Relations Commission (ERCOM) removed from County bargaining units those classes unique to LACERA. New bargaining units for LACERA personnel were formed, and LACERA now bargains separately with its employees, who are represented by SEIU Local 721.

The accompanying MOUs have been approved by the LACERA Boards of Retirement and Investments and ratified by the employee organizations.

**FISCAL IMPACT / FINANCING**

Adoption of the MOUs will have no fiscal impact on the County of Los Angeles. The entire cost of administering the Retirement Association, including expenses associated with salaries and benefits are a charge on the earnings of the retirement fund, pursuant to Government Code Section 31580.2. There is no financing involved with this action.

**FACTS AND PROVISIONS / LEGAL REQUIREMENTS**

Government Code Section 31522.1 authorizes the LACERA Boards to appoint personnel, and further provides such personnel "shall be county employees and shall be

The Honorable Board of Supervisors  
December 16, 2009  
Page Two

subject to the county civil service or merit system rules and shall be included in the salary ordinance or resolution adopted by the boards of supervisors for the compensation of county officers and employees.”

Section 6.28.140 of the Los Angeles County Code provides that compensation of represented employees shall be as provided in the most recent MOU approved by the Board of Supervisors.

The accompanying MOUs provide for the following:

- A term beginning January 1, 2009 and ending September 30, 2011.
- LACERA Administrative, Technical, Clerical and Blue Collar (Unit 850) and LACERA Supervisory (Unit 851) to receive salary increases or decreases equal to those negotiated for the County of Los Angeles Bargaining Units 121 and 122 during the term of LACERA’s MOUs.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None.

**CONCLUSION**

The accompanying Memoranda of Understanding have been approved by LACERA’s Chief Counsel.

Respectfully submitted,



Gregg Rademacher  
Chief Executive Officer, LACERA

- C: LACERA Board of Retirement  
LACERA Board of Investments  
SEIU, Local 721  
Executive Officer, Board of Supervisors  
Chief Executive Officer  
Director of Personnel  
County Counsel

**LACERA  
ADMINISTRATIVE,  
TECHNICAL, CLERICAL  
UNIT 850**

TABLE OF CONTENTS  
(General Unit)

ARTICLE 1	Purpose	2
ARTICLE 2	Recognition	3
ARTICLE 3	Non-discrimination	4
ARTICLE 4	Implementation	5
ARTICLE 5	Term	6
ARTICLE 6	Renegotiation	7
ARTICLE 7	Salaries	8
ARTICLE 8	Overtime	12
ARTICLE 9	Special Pay Practices	14
ARTICLE 10	Call Back	15
ARTICLE 11	Leaves of Absence	16
ARTICLE 12	Employee Benefits	18
ARTICLE 13	Bulletin Boards	19
ARTICLE 14	Safety and Health	20
ARTICLE 15	Work Schedule	21
ARTICLE 16	Position Classification Study	23
ARTICLE 17	Out-of-Class Assignments	24
ARTICLE 18	Training and Career Development	26
ARTICLE 19	Personnel Files	27
ARTICLE 20	Transfers	28
ARTICLE 21	Assignment of Additional Responsibilities	29
ARTICLE 22	Employee Parking	30
ARTICLE 23	Grievance Procedure	31
ARTICLE 24	Grievance Mediation	36
ARTICLE 25	Expedited Arbitration	37
ARTICLE 26	Stewards	39
ARTICLE 27	Grievance General in Character	40
ARTICLE 28	Employee Paycheck Errors	41
ARTICLE 29	Rights of Unit	43
ARTICLE 30	Work Access	44
ARTICLE 31	Employee Lists	45
ARTICLE 32	Strikes and Lockouts	46
ARTICLE 33	Obligation to Support	47
ARTICLE 34	Full Understanding, Modifications and Waivers	48
ARTICLE 35	Authorized Agents	49
ARTICLE 36	Provisions of Law	50
ARTICLE 37	Management Rights	51

ARTICLE 38	Dues Deduction and Agency Shop	52
ARTICLE 39	Temporary Employees	56
ARTICLE 40	Joint Labor/Management Committee	57
ARTICLE 41	Enhanced Voluntary Time-off Program	58
ARTICLE 42	New Employee Orientation	61
ARTICLE 43	Alternatives to Layoffs	62
ARTICLE 44	Workplace Training and Career Development	63
ARTICLE 45	CALWORKS	64

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARDS OF RETIREMENT and INVESTMENTS  
REGARDING THE LACERA ADMINISTRATIVE, TECHNICAL, CLERICAL AND  
BLUE COLLAR UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into on this 4<sup>th</sup> day  
of December 2009.

BY AND BETWEEN

The Los Angeles County Employees Retirement Association (hereinafter referred  
to as "LACERA")

AND

SEIU Local 721, Los Angeles County Employees Assoc., SEIU, AFL-CIO  
(hereinafter referred to as "Local 721")

CONCERNING

The Administrative, Technical, Clerical and Blue Collar Unit

## ARTICLE 1- PURPOSE

- 1.1 It is the purpose of this Memorandum of Understanding (MOU) to promote and provide for harmonious relations, cooperation and understanding between LACERA and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the LACERA Boards of Retirement and Investments (hereinafter, "Boards.")

## ARTICLE 2 – RECOGNITION

- 2.1 Pursuant to the provision of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 721, was certified by County's Employee Relations Commission as the exclusive representative of LACERA employees in the General Unit (hereinafter "unit"). Said Unit was previously found to be appropriate by the Employee Relations Commission and certified as Unit 850. LACERA hereby recognizes Local 721 as the certified exclusive representative of the employees in said Unit. The term "employee or "employees" as used herein shall refer only to employees employed by LACERA in said Unit in the employee classifications comprising said Unit as listed in Article 7, SALARIES, as well as such classes as may be added or deleted hereafter by the Employee Relations Commission. The addition or deletion of classes is subject to the meet and confer process at the request of either party.

### ARTICLE 3 - NON-DISCRIMINATION

- 3.1 The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.
  
- 3.2 The provisions of this MOU shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to successful performance of the job.

#### ARTICLE 4 – IMPLEMENTATION

- 4.1 This MOU constitutes a mutual recommendation to be jointly submitted to the Boards. It is agreed that this MOU shall not be binding upon the parties unless and until said Boards:
- A. Act, by majority vote, formally to approve said MOU.
  - B. Enact necessary amendments to all LACERA ordinances or resolutions, required to implement the full provisions hereof, including County Codes applicable to LACERA, and
  - C. Act to appropriate the necessary funds required to implement the provisions of this MOU which require funding.
- 4.2 Implementation shall be effective as of the date approved by the Boards or as otherwise provided herein.
- 4.3 Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this MOU, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific action by the Board of Supervisors.

## ARTICLE 5 – TERM

- 5.1 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2009. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2011.

## ARTICLE 6 – RENEGOTIATION

- 6.1 In the event either party hereto desires to negotiate the provisions of a successor MOU, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor MOU, during the month of June of the last year of this MOU.
- 6.2 Negotiations shall begin no later than July 15. If full and entire agreement on the terms of a successor MOU is not reached by August 31, an impasse shall be automatically declared on those issues, which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 – SALARIES

7.1 General percentage increases

All employees covered under this Memorandum of Understanding shall receive the same January 1, 2009 salary increase as their counterparts in the County's Bargaining Units 121 and 122.

7.2 Schedule placement

Schedule placement for each classification as to agreed upon dates and increases:

<b>Item No.</b>	<b>Classification</b>	<b>Date</b>	<b>Salary Schedule</b>
0411	Account Clerk I, LACERA	1/1/09	65A NMV
0412	Account Clerk II, LACERA	1/1/09	67L NMV
0415	Accountant , LACERA	1/1/09	83J NM
0413	Accounting Technician I, LACERA	1/1/09	75C NM
0419	Administrative Services Analyst I, LACERA	1/1/09	75A N2M
0420	Administrative Services Analyst II, LACERA	1/1/09	84E NM
0421	Administrative Services Analyst III, LACERA	1/1/09	88E NM
0456	Assistant Data Systems Analyst, LACERA	1/1/09	90H NM
0428	Clerk, LACERA	1/1/09	53K N3MV
0457	Data Systems Analyst I, LACERA	1/1/09	93H NM
0458	Data Systems Analyst II, LACERA	1/1/09	96D NM

<b>Item No.</b>	<b>Classification</b>	<b>Date</b>	<b>Salary Schedule</b>
0790	Disability Retirement Support Specialist I, LACERA	1/1/09	84E NM
0471	Document Processing Assistant, LACERA	1/1/09	71D NM
0451	EDP Programmer Analyst, LACERA	1/1/09	93J N2M
0452	EDP Senior Programmer Analyst, LACERA	1/1/09	98J NM
7956	Graphic Artist, LACERA	1/1/09	84B NM
0429	Intermediate Clerk, LACERA	1/1/09	64F NMV
0443	Intermediate Stenographer, LACERA	1/1/09	69K N2MV
0445	Intermediate Typist-Clerk, LACERA	1/1/09	65E NM
0789	Media Artist, LACERA	1/1/09	90E NM
0461	Messenger Driver, LACERA	1/1/09	64K NM
0433	Payroll Clerk I, LACERA	1/1/09	70L NMV
0463	Procurement Assistant I, LACERA	1/1/09	74J NM
0464	Procurement Assistant II, LACERA	1/1/09	78J NM
0467	Procurement & Supply Clerk, LACERA	1/1/09	72B NM

<b>Item No.</b>	<b>Classification</b>	<b>Date</b>	<b>Salary Schedule</b>
0466	Receptionist, LACERA	1/1/09	66E NM
1309	Retirement Benefits Specialist I	1/1/09	74C NM
1310	Retirement Benefits Specialist II	1/1/09	80C NM
1311	Retirement Benefits Specialist III	1/1/09	86J NM
0438	Secretary, LACERA	1/1/09	74A NMV
0430	Senior Clerk, LACERA	1/1/09	68L NMV
0455	Senior Systems Aid, LACERA	1/1/09	80C NM
0446	Senior Typist-Clerk, LACERA	1/1/09	69K NMV
0426	Staff Assistant I, LACERA	1/1/09	76B NM
0427	Staff Assistant II, LACERA	1/1/09	83B NM
0454	Systems Aid, LACERA	1/1/09	74C NM
0444	Typist-Clerk, LACERA	1/1/09	57D N3MV
0788	Web Designer, LACERA	1/1/09	93A NM
0787	Web Support Technician, LACERA	1/1/09	86G NM

<b>Item No.</b>	<b>Classification</b>	<b>Date</b>	<b>Salary Schedule</b>
0447	Word Processor I, LACERA	1/1/09	69C NM
0448	Word Processor II, LACERA	1/1/09	73C NM
0785	Writer I, LACERA	1/1/09	81D NM
0786	Writer II, LACERA	1/1/09	86G NM

- 7.3 If during the term of this contract a classification/compensation study for the Retirement Benefits Specialist series is conducted, the parties shall meet to discuss the impact of the implementation of the findings.
- 7.4 If the County of Los Angeles and Local 721 negotiate across-the-board salary increases or decreases covering the majority of employees in the County's Bargaining Unit 121 and 122 for fiscal years 2009-2010, 2010-2011, LACERA will match it as to date and amount.

## ARTICLE 8 – OVERTIME

### 8.1 Compensation

A. LACERA will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act. 29 U.S.C 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular LACERA holiday will be counted in calculating hours worked for overtime purposes.

B. LACERA will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. With Department Head (Appointing Authority) approval an employee in the bargaining unit may elect to work up to twenty (20) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. No more than thirty (30) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of twenty (20) hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of the departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue compensatory overtime hours which are worked during disaster periods or emergencies declared by the LACERA Chief Executive Officer, the County Board of Supervisors, local or federal government.

### 8.2 Usage of Non-FLSA Earned Compensatory Time

A Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice.

Requests for time-off will be approved or denied in a timely manner and based on the needs of the service as determined by Management.

B. With prior approval of management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not use within the above period shall be paid to the employee at the straight time rate rather than lost.

8.3 Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

8.4 An employee who works a nine (9) day-80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes for overtime computation in the same manner as the eight (8) hours of Holiday time.

ARTICLE 9 – SPECIAL PAY PRACTICES

9.1 Night Shift Differential

- A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between 9:00 p.m. and 8:00 a.m.
- B. Effective the first day of the first pay period following approval of this MOU by the LACERA Boards employees who work an evening shift shall receive a premium of fifty (50) cents per hour.
- C. Effective the first day of the first pay period following approval of this MOU by the LACERA Boards employees who work a night shift shall receive a premium of fifty (50) cents per hour.

9.2 Superior Subordinate Pay

Effective the first day of the first pay period following approval of this MOU by the LACERA Boards a supervisor shall be compensated at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

- 9.3 Any permanent, full time employee in one of the following classifications who possesses a valid Certified Employee Benefits Specialist designation from the International Foundation of Employee Benefit Plans shall be entitled to compensation at a rate two schedules higher than that established for the class:

<u>Title:</u>	<u>Item No.</u>
Retirement Benefits Specialist I	1309
Retirement Benefits Specialist II	1310
Retirement Benefits Specialist III	1311

- 9.4 Compensation paid pursuant to Sections 9.3 above shall commence on the first day of the first pay period following the day the employee presents the qualifying certification either to the Chief Executive Officer or designee.

- 9.5 If the Retirement Benefits Specialist classifications are reclassified during the term of this agreement they will continue to receive the compensation in 9.3 above.

## ARTICLE 10 - CALL BACK

- 10.1 Whenever an employee is unexpectedly ordered by the CEO or designee to return to work following the termination of his/her normal work shift and departure from his/her work location the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8 - Overtime.
- 10.2 If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.
- 10.3 If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.
- 10.4 Whenever the CEO or designee unexpectedly orders an employee to work at home following the termination of his/her normal work shift and departure from his/her work location the employee shall receive payment for the time worked at the appropriate rate.

## ARTICLE 11 - LEAVES OF ABSENCE

### 11.1 Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, Salary Ordinance, and other law, medical leaves of absence will be granted by LACERA upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

### 11.2 Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of LACERA, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to LACERA, and evidence of acceptance by an accredited college or university.

### 11.3 Pregnancy Leave

The parties agree that the CEO or designee shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the CEO or designee.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

### 11.4 Employee Organizational Leave

Except by mutual agreement Local 721 may not have more than two (2) LACERA employees on leave of absence to accept employment with Local 721. One employee may be from this Unit and one from the Supervisory Unit or any combination that does not exceed two employees on leave from LACERA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with LACERA. The requested leave shall only be granted if the prime reason for the leave shall be to conduct Local 721 business as it is related to County of Los Angeles or LACERA functions. For all purposes while on such leave the worker shall be an employee of Local 721 and not of LACERA. During the leave the worker shall continue to receive full salary, benefits and accruals from LACERA,

but the cost of providing such salary benefits and accruals shall be fully reimbursed by Local 721.

11.5 Jury Duty

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (jury form 4), the CEO or designee will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the department.

11.6 Witness Leave

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with LACERA.

11.7 Family Leave

A. The parties agree that employees, including registered domestic partners, covered by this MOU are subject to the provision of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, LACERA shall provide the employee with a summary of the Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the LACERA Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of this Article in addition to the rights provided by law.

ARTICLE 12 - EMPLOYEE BENEFITS

- 12.1 The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU Local 721, AFL-CIO in effect during the term of this MOU shall apply to employees in this unit.

## ARTICLE 13 - BULLETIN BOARDS

13.1 Management will furnish adequate bulletin board space to Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. LACEA Local 721, SEIU, recreational, social and related LACEA, Local 721 SEIU news bulletins;
- B. Scheduled LACERA Local 721, SEIU Meetings;
- C. Information concerning LACEA Local 721, SEIU, elections or the results thereof;
- D. Reports of official business of LACEA Local 721, SEIU including LACEA, Local 721, SEIU Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the CEO or designee. The CEO or designee must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

13.2 The CEO or designee will approve all reasonable requests.

13.3 The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

13.4 Posting of Notices

Notices of Civil Service examinations, departmental and inter-departmental vacancy notices may be posted by LACERA within a reasonable time after receipt. Notices of Civil Service examinations, departmental and interdepartmental vacancy notices and LACERA eligibility lists shall be made available, upon request.

The parties agree that the provision of Section 13.4 shall not be grievable nor arbitral, and are, therefore, expressly excluded from the grievance and arbitration provisions of this MOU.

## ARTICLE 14 - SAFETY AND HEALTH

### 14.1 Parties Responsibilities

It is the duty of LACERA to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within 5 business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter; in writing to the safety officer who will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721 may consult with the Human Resources Director. The Human Resources Director shall respond to the CEO or his/her designee and Local 721 within ten (10) days.

If Local 721 is not satisfied with the response of the Human Resources Director, the issue may be taken within ten (10) days to arbitration as set forth in Article 23. During such ten (10) days consultation between the CEO or designee and Local 721 will take place. LACERA shall make available the name and work telephone number of the safety officer. This list will be updated as required.

### 14.2 First Aid Kits

The safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

### 14.3 LACERA and Local 721, mutually agree that Safety and Health conditions in LACERA are subject to the provision of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

## ARTICLE 15 - WORK SCHEDULE

### 15.1 Purpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

### 15.2 Work Week

For the purpose of computing overtime, the workweek for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal workweek shall be five (5) consecutive eight (8) hour workdays, except as provided in Section 15.5. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, one scheduled during each half of the assignment shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain in the general area as prescribed by LACERA.

### 15.3 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 15.5), employees' work schedules, or work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

### 15.4 Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to LACERA's services. In no event shall such schedules be established to deprive employees of payment for overtime.

### 15.5 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

### 15.6 Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

15.7 The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same workweek.

#### 15.8 Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day-80 hour two-week schedule or a four (4) day-40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management.

An employee's alternative work schedule shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

15.9 Telecommuting: Individual employees may request to telecommute. Management will select those persons to participate in telecommuting and will determine the parameters of the telecommuting program. Employees may be deemed eligible to participate in telecommuting as management determines that the individual employee can effectively telecommute because of his/her skills, work assignment, experience, prior performance, or the needs of the service.

It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employees.

## ARTICLE 16 - POSITION CLASSIFICATION STUDY

### 16.1 Definition and Authority

For the purpose of this article, a classification study is a study by the Human Resources Office, of the duties and responsibilities assigned to a position to determine whether the position is properly classified.

### 16.2 Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgement of such studies and follow-up reports.

### 16.3 Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's immediate supervisor. If the employee's immediate supervisor cannot support the employee's request, it will be returned to the employee within 30 days with, if requested, a written explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the Human Resources Office, which shall in turn schedule and conduct a classification study.

### 16.4 Acknowledgements and follow-up reports

LACERA agrees that all employee-initiated study requests shall be promptly acknowledged. Further, LACERA will keep the employee informed. The Union may request a status report and the estimated completion date of the study. Upon written request LACERA shall provide this within 10 working days.

### 16.5 LACERA agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Boards, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Boards for approval. Nothing in this paragraph shall limit LACERA's authority to classify or reclassify positions pursuant to Civil Service Rule 5. Classification

## ARTICLE 17 - OUT-OF-CLASS ASSIGNMENTS

### 17.1 Definitions

A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant\*, funded position in a higher level class by an individual in a lower level class. Upon request such assignments will be confirmed in writing.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

### 17.2 Conditions

A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, LACERA shall upon the employee's or Local 721's written request for relief either:

- Appoint the employee according to the Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;
- Return the employee to an assignment in his/her own class;
- If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or
- Pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of the Article are no longer met.
- This bonus is not applicable to persons employed on a temporary, recurrent or less than full time basis.

B. It is the intent of LACERA to avoid working an employee on an out-of-class assignment for a prolonged period of time.

\* For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

### 17.3 Special Provisions

A. Nothing herein shall be construed to limit the authority of LACERA to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control.

However, such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting LACERA's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

D. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in the MOU.

## ARTICLE 18 - TRAINING AND CAREER DEVELOPMENT

LACERA and Local 721 recognize the importance of training and career development of employees within the Unit to have a stable, highly qualified and effective workforce in the delivery of LACERA services.

### 18.1 Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, LACERA will make reasonable efforts to train the affected employees in the new technology.

### 18.2 Training Opportunities

An employee in the unit may request to participate in training programs, symposiums, seminars, conferences and meetings which will lead to an increase in the skills, knowledge and understanding of the employee's current job assignment. An employee may also participate in training activities that enhance succession planning or current career development. Employee training request for LACERA time to attend such programs shall be subject to LACERA approval.

### 18.3 In-Service Training

LACERA agrees to continue in-service training programs which are in effect at the time this MOU is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in areas and classifications where possible. LACERA agrees to make information concerning in-service training programs available to employees.

### 18.4 Training Expenses

LACERA will make up to \$50,000 available for training each year of the term of this MOU. Both Local 721 represented LACERA units share the \$50,000.

## ARTICLE 19 - PERSONNEL FILES

- 19.1 An employee, or his/her representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.
- 19.2 An employee shall be advised of and entitled to read any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.
- 19.3 The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file and not referenced in any Performance Evaluation until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this MOU that is subject to arbitration. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotabililty or a Performance Evaluation will be negatively referenced on such forms.
- 19.4 On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.
- 19.5 An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more that two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

## ARTICLE 20 – TRANSFERS

- 20.1 Any employee covered herein may submit a written request for transfer within LACERA and have their name placed on a list to be kept by the Human Resources Office. These requests shall be kept for a period of six months and renewed by the employee if they still desire to be considered for transfer beyond that date. During the term of this MOU, the CEO or designee will review requests on file and make an effort to effect transfers.
- 20.2 Any employee covered herein who wishes to transfer to a County department may submit a written request for such transfer and have his/her name placed on a list to be kept by the Human Resources Office of the department to which the employee is requesting a transfer. These requests will be retained for a period of one (1) year. It is understood that these requests are for an available, vacant position in the same or similar classification. Management will consider their request for transfers twice yearly when filling vacancies.
- 20.3 In the event of involuntary transfers within LACERA, the employee will be notified in writing, fifteen (15) days prior to said involuntary transfer.

## ARTICLE 21 - ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

- 21.1 Any permanent, full time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned by the CEO or designee.
- 21.2 Within ten (10) business days LACERA shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus. If the request is denied, upon request, the reasons will be given in writing.
- 21.3 To qualify for this additional compensation, a full time, permanent employee must be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.
- 21.4 This additional compensation shall begin on the first day the additional responsibilities are assigned by management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. The CEO or designee shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 17 for the same assignment.
- 21.5 The additional compensation provided in this Article shall not constitute a base rate.

## ARTICLE 22 – EMPLOYEE PARKING

- 22.1 Local 721 recognizes LACERA's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is Local 721's intent to assist LACERA in fulfilling its obligation.
- 22.2 LACERA will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

## ARTICLE 23 - GRIEVANCE PROCEDURE

### 23.1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

### 23.2 Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this MOU or of the rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

### 23.3 Responsibilities

1. Local 721 agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
2. LACERA has the responsibility to:
  - a. Inform an employee of any limitation of LACERA's authority to fully resolve the grievance, and
  - b. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority
3. Local 721 agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, LACERA will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with 23.7, Step 1, of this grievance procedure.

### 23.4 Waivers and Time Limits

1. Failure by LACERA to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be

considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to prior level for reconsideration.

### 23.5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation and presentation of his/her written grievance. The grievant may be required by either party to be present in a meeting with LACERA for purposes of discussing the grievance.
2. An employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with LACERA operations.
3. An employee may present his/her grievance to LACERA on work time. In scheduling the time, place and duration of any grievance meeting, both the employee and LACERA will give due consideration to the work duties of the other party. No employee shall lose his/her rights because of LACERA imposed limitations in scheduling meetings.

### 23.6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to LACERA prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, LACERA may designate a management representative to be present at such meeting.
3. LACERA shall notify Local 721 of any grievance involving the terms and conditions of this MOU.
4. The Local 721 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the MOU.
5. If the Local 721 representative elects to attend any formal grievance meeting, he/she must inform LACERA prior to such meeting. LACERA may also designate a management representative to be present at such meeting.
6. Only employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid time.

### 23.7 Procedures

#### Step 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge

of such occurrence, an employee shall file a formal written grievance. Three copies of the LACERA grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from LACERA. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

#### Step 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by LACERA. LACERA has the authority to waive the middle management step if such step is not appropriate.
- B. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before he or she reaches a decision.
- C. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to Local 721.

#### Step 3. CEO or Designee

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the CEO or designee using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the CEO or designee who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the CEO or designee is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to Local 721.
- C. If the CEO or designee fails to give a decision within the specified time limit, Local 721 shall have the option of referring a grievance alleging a violation of the negotiated MOU between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to 23.8 hereafter, the written decision of the CEO or designee shall be final.

#### 23.8 Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the CEO or his/her designated representative, Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisor or the Board of Retirement or Board of Investments; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to: discharges, reductions, or suspensions of more than five (5) days of permanent employees, appraisals of promotability, or complaints involving alleged employment discrimination within the meaning of Civil Service Rule 25.
  - C. The interpretation, application, merits or legality of the rules or regulations of the CEO, the Chief Administrative Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. LACERA shall notify Local 721 within fifteen business days prior to the hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to the CEO or designee. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
  4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
  5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in

accordance with applicable rules and procedures adopted or specified by the Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar cost incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of LACERA and Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event LACERA and Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue (s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
8. The decision of the arbitrator shall be binding upon Local 721. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors or the Boards of Retirement and Investments, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. Local 721 may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provision of this MOU.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Article shall be entirely advisory in nature and shall not be binding upon any of the parties:
  - Purpose
  - Recognition
  - Non-Discrimination
  - Implementation
  - Term
  - Renegotiation
  - Safety and Health
  - Payroll Deductions and Dues
  - Leaves of Absence for Union Business
  - Authorized Agents
  - Provisions of Law
  - New Employee Orientation

## ARTICLE 24 - GRIEVANCE MEDIATION

- 24.1 This procedure is an alternate dispute resolution procedure and does not supercede the provisions of Article 23, Grievance Procedure.
- 24.2 Only those grievances that meet the requirements for submission to arbitration pursuant to Article 23, Section 23.8, can be submitted to grievance mediation.
- 24.3 After completion of the third step of the grievance procedure, either management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
- 24.4 The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre-or post-hearing briefs filed.
- 24.5 The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by management, Local 721 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
- 24.6 The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute and how an arbitrator may likely decide the grievance.
- 24.7 All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
- 24.8 The parties agree that the provisions of this Article shall not be subject to binding arbitration.

## ARTICLE 25 - EXPEDITED ARBITRATION

- 25.1 This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 23, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
- 25.2 A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
- 25.3 Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by said Civil Service Commission, including, but not limited to, discharges, reductions and discrimination: nor
  - C. The interpretation, application, merits or legality of the rules or regulations of the CEO or designee, the Chief Administrative Office, or any other County department agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
- 25.4 It is agreed that representatives of LACERA and Local 721, SEIU will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of the MOU.
- 25.5 The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.

- 25.6 The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 25.7 Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 25.8 The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
- 25.9 The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- 25.10 The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
- 25.11 Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
- 25.12 The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
- Purpose
  - Recognition
  - Non-Discrimination
  - Implementation
  - Term
  - Renegotiation
  - Safety and Health
  - Payroll Deductions and Dues
  - Leaves of Absence for Union Business
  - Authorized Agents
  - Provisions of Law
  - Workplace Retraining
  - CalWorks
  - New Employee Orientation

## ARTICLE 26 – STEWARDS

- 26.1 LACERA recognizes that Local 721 Stewards are the official on-site representatives of Local 721.
- 26.2 It is agreed by the parties that Local 721 may select a reasonable number of stewards for this Unit. Local 721 shall give to LACERA a written list of employees who have been selected as stewards. This list shall be kept current by Local 721. Only those stewards on the current list shall be recognized pursuant to this Article.
- 26.3 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings without loss of pay or benefits of any kind.
- 26.4 Stewards, when leaving their work location to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday and holidays, after the time of the steward's request unless otherwise mutually agreed to.
- 26.5 Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.
- 26.6 Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.
- 26.7 Denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday and holidays after the time of the stewards request, unless otherwise mutually agreed to.
- 26.8 Local 721 agrees that a steward shall not log compensatory time or premium time for the time spent performing any function of a steward. LACERA will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

## ARTICLE 27 - GRIEVANCES-GENERAL IN CHARACTER

27.1 To provide an effective mechanism whereby disagreements between Local 721 and LACERA concerning the interpretation or application of any of the provision of this MOU affecting a significantly large number of employees may be effectively resolved, the following procedures are agreed upon:

A. Where Local 721 has reason to believe that LACERA is not correctly interpreting or applying any of the provisions of this MOU, Local 721 may request in writing with a copy to the CEO that a meeting be held with the Director of Human Resources. Such written request shall be submitted within 30 business days from the occurrence of the matter on which a complaint is based or within 30 business days from the knowledge of such occurrence. The request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussion and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721 shall have the right to meet with the CEO or designee.

C. Within ten (10) business days after the meeting, the CEO or designee shall respond to Local 721 in writing, setting forth his or her decision and reasons therefore.

D. Within ten (10) business days from receipt of the CEO or designee's written decision, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Article 23, Section 2, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 23.

27.2 It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

27.3 Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 23 hereof.

## ARTICLE 28 - EMPLOYEE PAY-CHECK ERRORS

### 28.1 Underpayments

- A. LACERA will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's payroll section.
- B. Payroll shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller.
- C. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.
- D. Corrected or supplemental warrants will be sent by regular County messenger service to LACERA's payroll section. In emergencies payroll will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.
- E. The provisions of this section may be implemented even if the employee cashes the payroll warrant.

### 28.2 Overpayments

- A. LACERA will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.
- B. LACERA agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. LACERA agrees to consult with Local 721 on this issue within 90 days after implementation of this MOU, in accordance with the LACERA Employee Relations Resolution.
- C. Recovery of more than 15% of net pay will be subject to a repayment schedule established by LACERA under guidelines issue by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

### 28.3 Grievances

Any grievances regarding the Article shall be processed beginning with the 3rd Step of the Grievance Procedure.

28.4 Notice

If an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of LACERA, management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason (s) the affected employee's payment was late.

28.5 Garnishments

LACERA shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

## ARTICLE 29 - RIGHTS OF UNIT

- 29.1 LACERA agrees to permit one (1) employee, designated by Local 721 as spokesperson for the Unit, reasonable time off with pay to attend meetings between Local 721 and LACERA where the subject of such meeting involves basic issues affecting employee relations concerning the entire Unit.
- 29.2 The name of the employee so designated will be provided in writing by Local 721 to LACERA. Local 721 agrees that the employees designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

## ARTICLE 30 - WORK ACCESS

- 30.1 Authorized Local 721 representatives will be given access to work locations during working hours to represent employees, investigate and process grievances, observe working conditions and post bulletins on the bulletin board.
- 30.2 Local 721 representatives desiring access to a work location hereunder shall make a request to the CEO or designee. Such request shall include the purpose of the visit and shall be made a reasonable amount of time before the intended visit. The parties may mutually agree to waive notice.
- 30.3 Local 721 representatives shall not purposely interfere with LACERA operations or any facility thereof.
- 30.4 Local 721 shall give LACERA a written list of all authorized representatives, which list shall be kept current by Local 721. Access to work locations will only be granted to representatives on the current list.

## ARTICLE 31 - EMPLOYEE LISTS

31.1 The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The lists shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

31.2 LACERA will make available to each new employee entering the Unit a card furnished by Local 721 written as follows:

LACEA, Local 721 SEIU has been certified as your exclusive representative.

LACEA, Local 721 SEIU is certified to represent you in negotiations with LACERA on salaries, hours of work and conditions of employment.

If you want information or if you wish to join LACEA Local 721, SEIU call (213) 748-9000 or see your Union Representative where you work.

LACEA, Local 721, SEIU, 500 South Virgil Street, Los Angeles, CA 90020

## ARTICLE 32 - STRIKES AND LOCKOUTS

- 32.1 During the life of this MOU no work stoppage, strikes, sympathy strikes, slowdowns, or picketing shall be caused or sanctioned by Local 721 and no lockouts shall be made by LACERA.
- 32.2 In the event any employees covered by this MOU, individually or collectively, violate the provisions of this Article and Local 721 fails to exercise good faith in halting the work interruption, Local 721 and the employees involved shall be deemed in violation of this Article and LACERA shall be entitled to seek all remedies available to it under applicable law.

### ARTICLE 33 - OBLIGATION TO SUPPORT

- 33.1 The parties agree that subsequent to the execution of this MOU and during the period of time said Memorandum is pending before the Boards for action, neither Local 721 nor LACERA nor their authorized representatives, will appear before the Boards or meet with members of the Boards individually to advocate any amendment, addition or deletion to the terms and conditions of this MOU.
- 33.2 It is further understood that this Article shall not preclude the parties from appearing before the Boards nor meeting with individual members of the Boards to advocate or urge the adoption and approval of this MOU in its entirety.

## ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, WAIVER

- 34.1 A. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.
- B. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in Section 2 of this Article.
- 34.2 A. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.
- B. It is recognized that during the term of this MOU it may be necessary for LACERA to make changes in rules or procedures affecting the employees in the Unit.
- C. LACERA shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.
- 34.3 Nothing herein shall limit the authority of LACERA to make necessary changes required during emergencies. However, LACERA shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.
- 34.4 Where LACERA makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, LACERA shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.
- 34.5 The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## ARTICLE 35 - AUTHORIZED AGENTS

- 35.1 For the purpose of administering or modifying the terms and provisions of this MOU:
- A. LACERA's principal authorized agent shall be LACERA's Chief Executive Officer, or his/her duly authorized representative (Address: 300 N. Lake Avenue, Suite 820, Pasadena, CA 91101-4199; Telephone: (626) 564-6000), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  - B. The Local 721 principal authorized agent shall be the General Manager, or his/her duly authorized representative (Address 500 South Virgil Street, Los Angeles, CA 90015; Telephone: (213) 368-8660).

ARTICLE 36 - PROVISIONS OF LAW

- 36.1 It is understood and agreed that this MOU is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County.
- 36.2 If any part or provision of this MOU is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or roles and the remainder of this MOU shall not be affected thereby.

## ARTICLE 37 - MANAGEMENT RIGHTS

- 37.1 It is the exclusive right of LACERA to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered and exercise control and discretion over its organization and operations.
- 37.2 It is also the exclusive right of LACERA to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which LACERA's operations are to be conducted and to reorganize any operational unit.
- 37.3 However, LACERA shall, at the earliest time possible, meet and confer with Local 721 on the impact of any decision to exercise its rights as set forth hereinabove when such issues are not covered by Civil Service rules or Memoranda of Understanding.
- 37.4 The exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

## ARTICLE 38 DUES DEDUCTION AND AGENCY SHOP

### Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State Law, monthly by LACERA from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper union deductions made from the salaries of employees covered hereunder shall be made to the Union by LACERA within thirty (30) working days after the conclusion of the month in which said dues and deduction were deducted.

### Sections 2 Security Clause

Any employees in this unit who have authorized union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by LACERA during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the period of May 11, 2010 through June 1, 2010, by notifying the Union of their termination of union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information; employee name, employee number, job classification, department name and name of Union from which dues deduction are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

### Sections 3. Agency Shop Election

If 30% of the employees represented by this unit are dues paying members of the Union, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this MOU to determine whether a majority of the employees in the Bargaining Unit covered by this MOU are in favor of an agency fee agreement provided in Government Code 3502.5 (a). This election shall be administered by the Employee Relations Commission (ERCOM). The ERCOM shall notify LACERA and the union of the result of the election. The Union shall be responsible for the cost of the election.

The parties will encourage ERCOM to establish election procedures which are designed to produce the maximum possible participation in the election. However, if less than 20% of the employees in this Bargaining Unit vote in this election, agency shop shall be deemed rejected. If at least 20% of the employees in the Bargaining Unit vote, and a majority of those voting do vote in favor of an agency shop, then the Union shall notify

LACERA, and LACERA shall immediately thereafter notify all employees in the Bargaining Unit that they will then be required, as a condition of continued employment, either to join the Union or to pay a Fair Share Fee equal to the union dues or pay the Union an Agency Fee as provided in Government Code Section 3502.5 (a).

It is mutually agreed by the parties that this Unit shall be covered by the agency shop provisions if a majority of the Unit members so vote at the election. If a majority is not secured by vote, the provisions of maintenance of membership set forth in Section 2 shall apply for the term of the MOU.

#### Section 4

If at least 20% of the employees in the Bargaining Unit vote, and a majority of those voting do vote in favor of an agency shop, the following provisions of this Section 4. shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term “agency shop” means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a fair Share Fee equal to union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Service Code for the duration of this MOU, or a period of three years from the effective date of this MOU, whichever comes first.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which as historically held conscientious objection to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency Shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this MOU may be rescinded by the majority vote of all the employees represented by this Unit under procedures established by the ERCOM. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There can only be a maximum of one election during the term of this MOU.

E. Union Responsibilities –Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teacher Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by LACERA subject to this MOU on or after the date of implementation of this Article, shall be provided, through LACERA, with a notice advising that LACERA has entered into an Agency Shop agreement with the Union and that all employees subject to the MOU must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction of union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or LACERA Human Resources Office. If the form is not completed and returned within thirty (30) working days, the County Auditor-Controller shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deduction Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

LACERA will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this MOU.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this unit.

H. Indemnification Clause

The union agrees to indemnify and hold LACERA harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

## ARTICLE 39 – TEMPORARY EMPLOYEES

- 39.1 Quarterly, LACERA shall give Local 721 a status report concerning the use of temporary employees. Such report shall include county and agency temporary employees, show the number of temporary employees, the classification of each, the starting and ending date of the employee, and the status of that temporary employee.

ARTICLE 40 - JOINT LABOR/MANAGEMENT COMMITTEE

- 40.1 A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- 40.2 The Joint Labor/Management Committee shall consist of up to a total of six (6) representatives from either/or units 850 or 851. The employee representatives shall be designated by the Union.
- 40.3 The Joint Labor/Management Committee shall meet quarterly or more or less often as determined by the Parties.

## ARTICLE 41 - ENHANCED VOLUNTARY TIME-OFF PROGRAM

### Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

### Program Requirements:

The EVTO program includes the following elements and requirements:

EVTO shall be available to employees for the fiscal years 1992-93 and 1993-94 and will commence upon Board approval. This program may be offered in fiscal years beyond 1993-94 subject to Board Approval.

To maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the CEO or his/her designee.

During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the department in determining project savings.

In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by management.

In the event of a County emergency affecting public health or safety, a department may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of the CEO to terminate any leave of absence as described in Civil Service Rule 16.04.

An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced workweek schedule (4/36 or other); or as occasional days off with Management approval.

EVTO will not affect flexible benefits plan County contributions or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within 30 days following the end of the month in which the contribution was not made.

EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

An employee may take a total of one year of EVTO with the following parameters:

A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

After the first 60 days of EVTO, the 60-day EVTO benefit guarantees will not apply.

Retirement service credit will not accrue during this period.

FLSA Non-exempt employees may request EVTO in increments as little as one hour.

EVTO is granted without requiring employees to first use accumulated vacation compensatory time-off.

EVTO is not available to employees on any other paid or unpaid leave.

The CEO may continue to approve other unpaid leave of absences.

If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

EVTO will be actively encouraged by Management and Local 721 to achieve savings.

Special Unpaid Voluntary Time-Off (60)-Day Program

Benefits Protected

Vacation Accrual  
Sick Leave Accrual  
Savings and Horizons Plan\*  
Flexible Benefit Contributions  
Step Advance  
Retirement Service Credit\*\*  
Military Leave

## Benefits Not Protected

Jury Leave  
Bereavement Leave  
Witness Leave  
Civil Service Examination Leave  
Weekend Pay  
Holiday Pay

\* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 42 - NEW EMPLOYEE ORIENTATION

- 42.1 Subject to prior approval of the CEO or designee, Local 721 representatives may participate in new employee orientation for the sole purpose of providing employees information regarding union membership.
- 42.2 This article shall be subject to advisory arbitration.

## ARTICLE 43 - ALTERNATIVES TO LAYOFFS

- 43.1 If LACERA determines that workforce reductions are necessary, LACERA shall factor in attrition, implement transfers of qualified employees to available vacancies, and allow voluntary demotions before laying off any employee. Nothing in this paragraph limits LACERA's authority to implement layoffs pursuant to Civil Service Rules.
- 43.2 Where permanent employees have received a notice of layoff, or are on a County re-employment list, LACERA will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such LACERA employees are qualified to perform the available work. Nothing in this paragraph has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.
- 43.3 LACERA will develop and implement a program which will match employees scheduled to be laid off with Los Angeles County departments who are hiring workers.

ARTICLE 44 – WORKPLACE TRAINING AND CAREER DEVELOPMENT

- 44.1 LACERA, in conjunction with Local 721, agrees to seek State and Federal funds for the purpose of retraining employees laid off as a result of restructuring at LACERA. If funds are received, LACERA shall, at the written request of Local 721, negotiate about the use of such funds.

ARTICLE 45 – CALWORKS

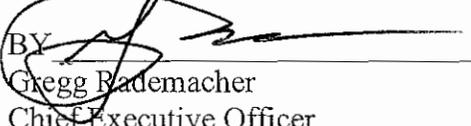
- 45.1 If LACERA decides to add employees under the provisions of State law regarding CALWORKS, then LACERA shall notify Local 721 and, at the written request of Local 721, shall negotiate the impact of the addition of such employees prior to the commencement on the CALWORKS program at LACERA.

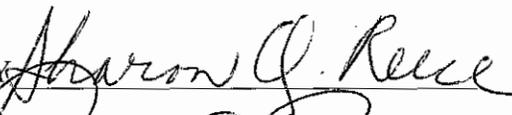
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY  
EMPLOYEES ASSOCIATION  
LOCAL 721, SEIU, AFL-CIO

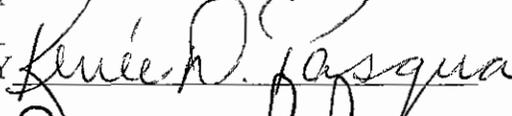
LOS ANGELES COUNTY  
EMPLOYEES RETIREMENT  
ASSOCIATION AUTHORIZED  
MANAGEMENT REPRESENTATIVES

BY   
Kristen Eldridge  
Local 721

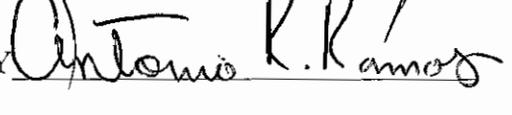
BY   
Gregg Rademacher  
Chief Executive Officer

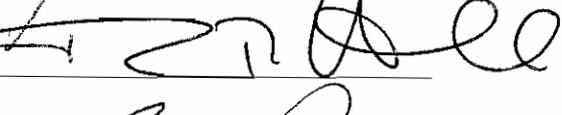
BY 

BY 

BY 

BY 

BY 

BY 

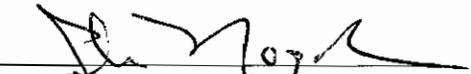
BY \_\_\_\_\_

BY 

BY \_\_\_\_\_

BY 

BY \_\_\_\_\_

BY 

**LACERA  
SUPERVISORY UNIT  
851**

TABLE OF CONTENTS  
(Supervisory Unit)

ARTICLE	1	Purpose	2
ARTICLE	2	Recognition	3
ARTICLE	3	Non-discrimination	4
ARTICLE	4	Implementation	5
ARTICLE	5	Term	6
ARTICLE	6	Renegotiation	7
ARTICLE	7	Salaries	8
ARTICLE	8	Overtime	10
ARTICLE	9	Special Pay Practices	12
ARTICLE	10	Call Back	14
ARTICLE	11	Leaves of Absence	15
ARTICLE	12	Employee Benefits	17
ARTICLE	13	Bulletin Boards	18
ARTICLE	14	Safety and Health	19
ARTICLE	15	Work Schedule	20
ARTICLE	16	Position Classification Study	22
ARTICLE	17	Out-of-Class Assignments	23
ARTICLE	18	Training and Career Development	25
ARTICLE	19	Personnel Files	26
ARTICLE	20	Transfers	27
ARTICLE	21	Assignment of Additional Responsibilities	28
ARTICLE	22	Employee Parking	29
ARTICLE	23	Grievance Procedure	30
ARTICLE	24	Grievance Mediation	35
ARTICLE	25	Expedited Arbitration	36
ARTICLE	26	Stewards	38
ARTICLE	27	Grievance General in Character	39
ARTICLE	28	Employee Paycheck Errors	40
ARTICLE	29	Rights of Unit	42
ARTICLE	30	Work Access	43
ARTICLE	31	Employee Lists	44
ARTICLE	32	Strikes and Lockouts	45
ARTICLE	33	Obligation to Support	46
ARTICLE	34	Full Understanding, Modifications and Waivers	47
ARTICLE	35	Authorized Agents	48
ARTICLE	36	Provisions of Law	49
ARTICLE	37	Management Rights	50
ARTICLE	38	Dues Deduction and Agency Shop	51

ARTICLE 39	Temporary Employees	55
ARTICLE 40	Joint Labor/Management Committee	56
ARTICLE 41	Enhanced Voluntary Time-off Program	57
ARTICLE 42	New Employee Orientation	60
ARTICLE 43	Alternatives to Layoffs	61
ARTICLE 44	Workplace Training and Career Development	62
ARTICLE 45	CALWORKS	63

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARDS OF RETIREMENT and INVESTMENTS  
REGARDING THE LACERA SUPERVISOR UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into on this 4<sup>th</sup> day  
of December 2009.

BY AND BETWEEN

The Los Angeles County Employees Retirement Association (hereinafter referred  
to as "LACERA")

AND

SEIU Local 721, Los Angeles County Employees Assoc., SEIU, AFL-CIO  
(hereinafter referred to as "Local 721")

CONCERNING

The Administrative, Technical, Clerical and Blue Collar Unit

## ARTICLE 1- PURPOSE

- 1.1 It is the purpose of this Memorandum of Understanding (MOU) to promote and provide for harmonious relations, cooperation and understanding between LACERA and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the LACERA Boards of Retirement and Investments (hereinafter, "Boards.")

## ARTICLE 2 – RECOGNITION

- 2.1 Pursuant to the provision of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 721, was certified by County's Employee Relations Commission as the exclusive representative of LACERA employees in the General Unit (hereinafter "unit"). Said Unit was previously found to be appropriate by the Employee Relations Commission and certified as Unit 850. LACERA hereby recognizes Local 721 as the certified exclusive representative of the employees in said Unit. The term "employee or "employees" as used herein shall refer only to employees employed by LACERA in said Unit in the employee classifications comprising said Unit as listed in Article 7, SALARIES, as well as such classes as may be added or deleted hereafter by the Employee Relations Commission. The addition or deletion of classes is subject to the meet and confer process at the request of either party.

### ARTICLE 3 - NON-DISCRIMINATION

- 3.1 The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.
- 3.2 The provisions of this MOU shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to successful performance of the job.

#### ARTICLE 4 -- IMPLEMENTATION

- 4.1 This MOU constitutes a mutual recommendation to be jointly submitted to the Boards. It is agreed that this MOU shall not be binding upon the parties unless and until said Boards:
  - A. Act, by majority vote, formally to approve said MOU.
  - B. Enact necessary amendments to all LACERA ordinances or resolutions, required to implement the full provisions hereof, including County Codes applicable to LACERA, and
  - C. Act to appropriate the necessary funds required to implement the provisions of this MOU which require funding.
- 4.2 Implementation shall be effective as of the date approved by the Boards or as otherwise provided herein.
- 4.3 Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this MOU, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific action by the Board of Supervisors.

## ARTICLE 5 – TERM

- 5.1 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2009. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2011.

## ARTICLE 6 – RENEGOTIATION

- 6.1 In the event either party hereto desires to negotiate the provisions of a successor MOU, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor MOU, during the month of June of the last year of this MOU.
- 6.2 Negotiations shall begin no later than July 15. If full and entire agreement on the terms of a successor MOU is not reached by August 31, an impasse shall be automatically declared on those issues, which remain in dispute unless the parties mutually agree to continue negotiations.

## ARTICLE 7 – SALARIES

### 7.1 General percentage increases

All employees covered under this Memorandum of Understanding shall receive the same January 1, 2009 salary increase as their counterparts in the County's Bargaining Units 121 and 122.

### 7.2 Schedule placement

Schedule placement for each classification as to agreed upon dates and increases:

<b>Item No.</b>	<b>Classification</b>	<b>Date</b>	<b>Salary Schedule</b>
0417	Accounting Officer I, LACERA	1/1/09	92E NM
0418	Accounting Officer II, LACERA	1/1/09	96A NM
0414	Accounting Technician II, LACERA	1/1/09	75A NM
0791	Disability Retirement Support Specialist II, LACERA	1/1/09	88G NM
0472	Document Processing Coordinator, LACERA	1/1/09	74D NM
0432	Intermediate Supervising-Clerk, LACERA	1/1/09	72J NMV
0416	Senior Accountant, LACERA	1/1/09	87L NM
0468	Senior Procurement and Supply Clerk, LACERA	1/1/09	76B NM
1312	Senior Retirement Benefits Specialist	1/1/09	92C NM
0422	Supervising Administrative Assistant I, LACERA	1/1/09	88G NM
0431	Supervising Clerk, LACERA	1/1/09	68L NMV

Item No.	Classification	Date	Salary Schedule
0462	Supervisor, Mail & Delivery Service, LACERA	1/1/09	73G NM

- 7.3 If during the term of this contract a classification/compensation study for the Retirement Benefits Specialist series is conducted, the parties shall meet to discuss the impact of the implementation of the findings.
- 7.4 If the County of Los Angeles and Local 721 negotiate across-the-board salary increases or decreases covering the majority of employees in the County's Bargaining Unit 121 and 122 for fiscal years 2009-2010, 2010-2011, LACERA will match it as to date and amount.

## ARTICLE 8 – OVERTIME

### 8.1 Compensation

A. LACERA will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act. 29 U.S.C 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular LACERA holiday will be counted in calculating hours worked for overtime purposes.

B. LACERA will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. With Department Head (Appointing Authority) approval an employee in the bargaining unit may elect to work up to twenty (20) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. No more than thirty (30) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of twenty (20) hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of the departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue compensatory overtime hours which are worked during disaster periods or emergencies declared by the LACERA Chief Executive Officer, the County Board of Supervisors, local or federal government.

### 8.2 Usage of Non-FLSA Earned Compensatory Time

A Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days notice.

Requests for time-off will be approved or denied in a timely manner and based on the needs of the service as determined by Management.

B. With prior approval of management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

8.3 Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

8.4 An employee who works a nine (9) day-80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes for overtime computation in the same manner as the eight (8) hours of Holiday time.

ARTICLE 9 – SPECIAL PAY PRACTICES

9.1 Night Shift Differential

- A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between 9:00 p.m. and 8:00 a.m.
- B. Effective the first day of the first pay period following approval of this MOU by the LACERA Boards employees who work an evening shift shall receive a premium of fifty (50) cents per hour.
- C. Effective the first day of the first pay period following approval of this MOU by the LACERA Boards employees who work a night shift shall receive a premium of fifty (50) cents per hour.

9.2 Superior Subordinate Pay

Effective the first day of the first pay period following approval of this MOU by the LACERA Boards a supervisor shall be compensated at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

- 9.3 Any permanent, full time employee in one of the following classifications who possesses a valid Certified Employee Benefits Specialist designation from the International Foundation of Employee Benefit Plans shall be entitled to compensation at a rate two schedules higher than that established for the class:

<u>Title:</u>	<u>Item No.</u>
Senior Retirement Benefits Specialist	1312

- 9.4 Any permanent, full-time employee in one of the following classifications who possesses a valid Certified Public Accountant license issued by the State of California shall be entitled to compensation at a rate two schedules higher than that established for the class:

<u>Title:</u>	<u>Item No.</u>
Senior Accountant, LACERA	0416
Accounting Officer I, LACERA	0417
Accounting Officer II, LACERA	0418

- 9.5 Compensation paid pursuant to Sections 9.3 or 9.4 above shall commence on the first day of the first pay period following the day the employee presents the qualifying certification either to the Chief Executive Officer or designee.

- 9.6 If eligible, an employee may receive the compensation provided by either 9.3 or 9.4 above, but not both.

9.7 If the Senior Retirement Benefits Specialist classification is reclassified during the term of this agreement they will continue to receive the compensation in 9.3 above.

## ARTICLE 10 - CALL BACK

- 10.1 Whenever an employee is unexpectedly ordered by the CEO or designee to return to work following the termination of his/her normal work shift and departure from his/her work location the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8 - Overtime.
- 10.2 If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.
- 10.3 If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.
- 10.4 Whenever the CEO or designee unexpectedly orders an employee to work at home following the termination of his/her normal work shift and departure from his/her work location the employee shall receive payment for the time worked at the appropriate rate.

## ARTICLE 11 - LEAVES OF ABSENCE

### 11.1 Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, Salary Ordinance, and other law, medical leaves of absence will be granted by LACERA upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

### 11.2 Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of LACERA, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to LACERA, and evidence of acceptance by an accredited college or university.

### 11.3 Pregnancy Leave

The parties agree that the CEO or designee shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the CEO or designee.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

### 11.4 Employee Organizational Leave

Except by mutual agreement Local 721 may not have more than two (2) LACERA employees on leave of absence to accept employment with Local 721. One employee may be from this Unit and one from the Supervisory Unit or any combination that does not exceed two employees on leave from LACERA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with LACERA. The requested leave shall only be granted if the prime reason for the leave shall be to conduct Local 721 business as it is related to County of Los Angeles or LACERA functions. For all purposes while on such leave the worker shall be an employee of Local 721 and not of LACERA. During the leave the worker shall continue to receive full salary, benefits and accruals from LACERA,

but the cost of providing such salary benefits and accruals shall be fully reimbursed by Local 721.

11.5 Jury Duty

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (jury form 4), the CEO or designee will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the department.

11.6 Witness Leave

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with LACERA.

11.7 Family Leave

A. The parties agree that employees, including registered domestic partners, covered by this MOU are subject to the provision of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, LACERA shall provide the employee with a summary of the Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the LACERA Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of this Article in addition to the rights provided by law.

ARTICLE 12 - EMPLOYEE BENEFITS

- 12.1 The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU Local 721, AFL-CIO in effect during the term of this MOU shall apply to employees in this unit.

## ARTICLE 13 - BULLETIN BOARDS

- 13.1 Management will furnish adequate bulletin board space to Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. LACEA Local 721, SEIU, recreational, social and related LACEA, Local 721 SEIU news bulletins;
  - B. Scheduled LACERA Local 721, SEIU Meetings;
  - C. Information concerning LACEA Local 721, SEIU, elections or the results thereof;
  - D. Reports of official business of LACEA Local 721, SEIU including LACEA, Local 721, SEIU Newsletters, reports of committees or the Board of Directors; and
  - E. Any other written material which first has been approved and initialed by the CEO or designee. The CEO or designee must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.
- 13.2 The CEO or designee will approve all reasonable requests.
- 13.3 The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.
- 13.4 Posting of Notices

Notices of Civil Service examinations, departmental and inter-departmental vacancy notices may be posted by LACERA within a reasonable time after receipt. Notices of Civil Service examinations, departmental and interdepartmental vacancy notices and LACERA eligibility lists shall be made available, upon request.

The parties agree that the provision of Section 13.4 shall not be grievable nor arbitral, and are, therefore, expressly excluded from the grievance and arbitration provisions of this MOU.

## ARTICLE 14 - SAFETY AND HEALTH

### 14.1 Parties Responsibilities

It is the duty of LACERA to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within 5 business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter; in writing to the safety officer who will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721 may consult with the Human Resources Director. The Human Resources Director shall respond to the CEO or his/her designee and Local 721 within ten (10) days.

If Local 721 is not satisfied with the response of the Human Resources Director, the issue may be taken within ten (10) days to arbitration as set forth in Article 23. During such ten (10) days consultation between the CEO or designee and Local 721 will take place. LACERA shall make available the name and work telephone number of the safety officer. This list will be updated as required.

### 14.2 First Aid Kits

The safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

### 14.3 LACERA and Local 721, mutually agree that Safety and Health conditions in LACERA are subject to the provision of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

## ARTICLE 15 - WORK SCHEDULE

### 15.1 Purpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

### 15.2 Work Week

For the purpose of computing overtime, the workweek for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal workweek shall be five (5) consecutive eight (8) hour workdays, except as provided in Section 15.5. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, one scheduled during each half of the assignment shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain in the general area as prescribed by LACERA.

### 15.3 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 15.5), employees' work schedules, or work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

### 15.4 Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to LACERA's services. In no event shall such schedules be established to deprive employees of payment for overtime.

### 15.5 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

### 15.6 Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

15.7 The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same workweek.

15.8 Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day-80 hour two-week schedule or a four (4) day-40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management.

An employee's alternative work schedule shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

15.9 Telecommuting: Individual employees may request to telecommute. Management will select those persons to participate in telecommuting and will determine the parameters of the telecommuting program. Employees may be deemed eligible to participate in telecommuting as management determines that the individual employee can effectively telecommute because of his/her skills, work assignment, experience, prior performance, or the needs of the service.

It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating **employees**.

## ARTICLE 16 - POSITION CLASSIFICATION STUDY

### 16.1 Definition and Authority

For the purpose of this article, a classification study is a study by the Human Resources Office, of the duties and responsibilities assigned to a position to determine whether the position is properly classified.

### 16.2 Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgement of such studies and follow-up reports.

### 16.3 Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's immediate supervisor. If the employee's immediate supervisor cannot support the employee's request, it will be returned to the employee within 30 days with, if requested, a written explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the Human Resources Office, which shall in turn schedule and conduct a classification study.

### 16.4 Acknowledgements and follow-up reports

LACERA agrees that all employee-initiated study requests shall be promptly acknowledged. Further, LACERA will keep the employee informed. The Union may request a status report and the estimated completion date of the study. Upon written request LACERA shall provide this within 10 working days.

### 16.5 LACERA agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Boards, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Boards for approval. Nothing in this paragraph shall limit LACERA's authority to classify or reclassify positions pursuant to Civil Service Rule 5. Classification

## ARTICLE 17 - OUT-OF-CLASS ASSIGNMENTS

### 17.1 Definitions

A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant\*, funded position in a higher level class by an individual in a lower level class. Upon request such assignments will be confirmed in writing.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

### 17.2 Conditions

A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, LACERA shall upon the employee's or Local 721's written request for relief either:

- Appoint the employee according to the Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;
- Return the employee to an assignment in his/her own class;
- If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or
- Pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of the Article are no longer met.
- This bonus is not applicable to persons employed on a temporary, recurrent or less than full time basis.

B. It is the intent of LACERA to avoid working an employee on an out-of-class assignment for a prolonged period of time.

\* For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

### 17.3 Special Provisions

A. Nothing herein shall be construed to limit the authority of LACERA to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control.

However, such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting LACERA's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

D. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in the MOU.

## ARTICLE 18 - TRAINING AND CAREER DEVELOPMENT

LACERA and Local 721 recognize the importance of training and career development of employees within the Unit to have a stable, highly qualified and effective workforce in the delivery of LACERA services.

### 18.1 Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, LACERA will make reasonable efforts to train the affected employees in the new technology.

### 18.2 Training Opportunities

An employee in the unit may request to participate in training programs, symposiums, seminars, conferences and meetings which will lead to an increase in the skills, knowledge and understanding of the employee's current job assignment. An employee may also participate in training activities that enhance succession planning or current career development. Employee training request for LACERA time to attend such programs shall be subject to LACERA approval.

### 18.3 In-Service Training

LACERA agrees to continue in-service training programs which are in effect at the time this MOU is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in areas and classifications where possible. LACERA agrees to make information concerning in-service training programs available to employees.

### 18.4 Training Expenses

LACERA will make up to \$50,000 available for training each year of the term of this MOU. Both Local 721 represented LACERA units share the \$50,000.

## ARTICLE 19 - PERSONNEL FILES

- 19.1 An employee, or his/her representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.
- 19.2 An employee shall be advised of and entitled to read any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.
- 19.3 The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file and not referenced in any Performance Evaluation until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this MOU that is subject to arbitration. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotabililty or a Performance Evaluation will be negatively referenced on such forms.
- 19.4 On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.
- 19.5 An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more that two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

## ARTICLE 20 – TRANSFERS

- 20.1 Any employee covered herein may submit a written request for transfer within LACERA and have their name placed on a list to be kept by the Human Resources Office. These requests shall be kept for a period of six months and renewed by the employee if they still desire to be considered for transfer beyond that date. During the term of this MOU, the CEO or designee will review requests on file and make an effort to effect transfers.
- 20.2 Any employee covered herein who wishes to transfer to a County department may submit a written request for such transfer and have his/her name placed on a list to be kept by the Human Resources Office of the department to which the employee is requesting a transfer. These requests will be retained for a period of one (1) year. It is understood that these requests are for an available, vacant position in the same or similar classification. Management will consider their request for transfers twice yearly when filling vacancies.
- 20.3 In the event of involuntary transfers within LACERA, the employee will be notified in writing, fifteen (15) days prior to said involuntary transfer.

## ARTICLE 21 - ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

- 21.1 Any permanent, full time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned by the CEO or designee.
- 21.2 Within ten (10) business days LACERA shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus. If the request is denied, upon request, the reasons will be given in writing.
- 21.3 To qualify for this additional compensation, a full time, permanent employee must be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.
- 21.4 This additional compensation shall begin on the first day the additional responsibilities are assigned by management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. The CEO or designee shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 17 for the same assignment.
- 21.5 The additional compensation provided in this Article shall not constitute a base rate.

## ARTICLE 22 – EMPLOYEE PARKING

- 22.1 Local 721 recognizes LACERA’s obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is Local 721’s intent to assist LACERA in fulfilling its obligation.
  
- 22.2 LACERA will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

## ARTICLE 23 - GRIEVANCE PROCEDURE

### 23.1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

### 23.2 Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this MOU or of the rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

### 23.3 Responsibilities

1. Local 721 agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
2. LACERA has the responsibility to:
  - a. Inform an employee of any limitation of LACERA's authority to fully resolve the grievance, and
  - b. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority
3. Local 721 agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, LACERA will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with 23.7, Step 1, of this grievance procedure.

### 23.4 Waivers and Time Limits

1. Failure by LACERA to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be

considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to prior level for reconsideration.

#### 23.5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation and presentation of his/her written grievance. The grievant may be required by either party to be present in a meeting with LACERA for purposes of discussing the grievance.
2. An employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with LACERA operations.
3. An employee may present his/her grievance to LACERA on work time. In scheduling the time, place and duration of any grievance meeting, both the employee and LACERA will give due consideration to the work duties of the other party. No employee shall lose his/her rights because of LACERA imposed limitations in scheduling meetings.

#### 23.6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to LACERA prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, LACERA may designate a management representative to be present at such meeting.
3. LACERA shall notify Local 721 of any grievance involving the terms and conditions of this MOU.
4. The Local 721 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the MOU.
5. If the Local 721 representative elects to attend any formal grievance meeting, he/she must inform LACERA prior to such meeting. LACERA may also designate a management representative to be present at such meeting.
6. Only employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid time.

#### 23.7 Procedures

##### Step 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge

of such occurrence, an employee shall file a formal written grievance. Three copies of the LACERA grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from LACERA. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

#### Step 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by LACERA. LACERA has the authority to waive the middle management step if such step is not appropriate.
- B. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before he or she reaches a decision.
- C. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to Local 721.

#### Step 3. CEO or Designee

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the CEO or designee using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the CEO or designee who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the CEO or designee is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to Local 721.
- C. If the CEO or designee fails to give a decision within the specified time limit, Local 721 shall have the option of referring a grievance alleging a violation of the negotiated MOU between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to 23.8 hereafter, the written decision of the CEO or designee shall be final.

#### 23.8 Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the CEO or his/her designated representative, Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisor or the Board of Retirement or Board of Investments; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to: discharges, reductions, or suspensions of more than five (5) days of permanent employees, appraisals of promotability, or complaints involving alleged employment discrimination within the meaning of Civil Service Rule 25.
  - C. The interpretation, application, merits or legality of the rules or regulations of the CEO, the Chief Administrative Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. LACERA shall notify Local 721 within fifteen business days prior to the hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to the CEO or designee. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
  4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
  5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in

accordance with applicable rules and procedures adopted or specified by the Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar cost incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of LACERA and Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event LACERA and Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue (s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
8. The decision of the arbitrator shall be binding upon Local 721. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors or the Boards of Retirement and Investments, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. Local 721 may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provision of this MOU.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Article shall be entirely advisory in nature and shall not be binding upon any of the parties:
  - Purpose
  - Recognition
  - Non-Discrimination
  - Implementation
  - Term
  - Renegotiation
  - Safety and Health
  - Payroll Deductions and Dues
  - Leaves of Absence for Union Business
  - Authorized Agents
  - Provisions of Law
  - New Employee Orientation

## ARTICLE 24 - GRIEVANCE MEDIATION

- 24.1 This procedure is an alternate dispute resolution procedure and does not supersede the provisions of Article 23, Grievance Procedure.
- 24.2 Only those grievances that meet the requirements for submission to arbitration pursuant to Article 23, Section 23.8, can be submitted to grievance mediation.
- 24.3 After completion of the third step of the grievance procedure, either management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
- 24.4 The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre-or post-hearing briefs filed.
- 24.5 The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by management, Local 721 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
- 24.6 The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute and how an arbitrator may likely decide the grievance.
- 24.7 All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
- 24.8 The parties agree that the provisions of this Article shall not be subject to binding arbitration.

## ARTICLE 25 - EXPEDITED ARBITRATION

- 25.1 This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 23, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
- 25.2 A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
- 25.3 Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by said Civil Service Commission, including, but not limited to, discharges, reductions and discrimination: nor
  - C. The interpretation, application, merits or legality of the rules or regulations of the CEO or designee, the Chief Administrative Office, or any other County department agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
- 25.4 It is agreed that representatives of LACERA and Local 721, SEIU will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of the MOU.
- 25.5 The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.

- 25.6 The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 25.7 Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 25.8 The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
- 25.9 The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- 25.10 The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
- 25.11 Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
- 25.12 The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
- Purpose
  - Recognition
  - Non-Discrimination
  - Implementation
  - Term
  - Renegotiation
  - Safety and Health
  - Payroll Deductions and Dues
  - Leaves of Absence for Union Business
  - Authorized Agents
  - Provisions of Law
  - Workplace Retraining
  - CalWorks
  - New Employee Orientation

## ARTICLE 26 – STEWARDS

- 26.1 LACERA recognizes that Local 721 Stewards are the official on-site representatives of Local 721.
- 26.2 It is agreed by the parties that Local 721 may select a reasonable number of stewards for this Unit. Local 721 shall give to LACERA a written list of employees who have been selected as stewards. This list shall be kept current by Local 721. Only those stewards on the current list shall be recognized pursuant to this Article.
- 26.3 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings without loss of pay or benefits of any kind.
- 26.4 Stewards, when leaving their work location to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available. Such time will not be more that 24 hours, excluding Saturday, Sunday and holidays, after the time of the steward's request unless otherwise mutually agreed to.
- 26.5 Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.
- 26.6 Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.
- 26.7 Denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday and holidays after the time of the stewards request, unless otherwise mutually agreed to.
- 26.8 Local 721 agrees that a steward shall not log compensatory time or premium time for the time spent performing any function of a steward. LACERA will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

## ARTICLE 27 - GRIEVANCES-GENERAL IN CHARACTER

27.1 To provide an effective mechanism whereby disagreements between Local 721 and LACERA concerning the interpretation or application of any of the provision of this MOU affecting a significantly large number of employees may be effectively resolved, the following procedures are agreed upon:

A. Where Local 721 has reason to believe that LACERA is not correctly interpreting or applying any of the provisions of this MOU, Local 721 may request in writing with a copy to the CEO that a meeting be held with the Director of Human Resources. Such written request shall be submitted within 30 business days from the occurrence of the matter on which a complaint is based or within 30 business days from the knowledge of such occurrence. The request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussion and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721 shall have the right to meet with the CEO or designee.

C. Within ten (10) business days after the meeting, the CEO or designee shall respond to Local 721 in writing, setting forth his or her decision and reasons therefore.

D. Within ten (10) business days from receipt of the CEO or designee's written decision, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Article 23, Section 2, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 23.

27.2 It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

27.3 Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 23 hereof.

## ARTICLE 28 - EMPLOYEE PAY-CHECK ERRORS

### 28.1 Underpayments

- A. LACERA will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's payroll section.
- B. Payroll shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller.
- C. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.
- D. Corrected or supplemental warrants will be sent by regular County messenger service to LACERA's payroll section. In emergencies payroll will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.
- E. The provisions of this section may be implemented even if the employee cashes the payroll warrant.

### 28.2 Overpayments

- A. LACERA will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.
- B. LACERA agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. LACERA agrees to consult with Local 721 on this issue within 90 days after implementation of this MOU, in accordance with the LACERA Employee Relations Resolution.
- C. Recovery of more than 15% of net pay will be subject to a repayment schedule established by LACERA under guidelines issue by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

### 28.3 Grievances

Any grievances regarding the Article shall be processed beginning with the 3rd Step of the Grievance Procedure.

28.4 Notice

If an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of LACERA, management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason (s) the affected employee's payment was late.

28.5 Garnishments

LACERA shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 29 - RIGHTS OF UNIT

- 29.1 LACERA agrees to permit one (1) employee, designated by Local 721 as spokesperson for the Unit, reasonable time off with pay to attend meetings between Local 721 and LACERA where the subject of such meeting involves basic issues affecting employee relations concerning the entire Unit.
- 29.2 The name of the employee so designated will be provided in writing by Local 721 to LACERA. Local 721 agrees that the employees designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

## ARTICLE 30 - WORK ACCESS

- 30.1 Authorized Local 721 representatives will be given access to work locations during working hours to represent employees, investigate and process grievances, observe working conditions and post bulletins on the bulletin board.
- 30.2 Local 721 representatives desiring access to a work location hereunder shall make a request to the CEO or designee. Such request shall include the purpose of the visit and shall be made a reasonable amount of time before the intended visit. The parties may mutually agree to waive notice.
- 30.3 Local 721 representatives shall not purposely interfere with LACERA operations or any facility thereof.
- 30.4 Local 721 shall give LACERA a written list of all authorized representatives, which list shall be kept current by Local 721. Access to work locations will only be granted to representatives on the current list.

## ARTICLE 31 - EMPLOYEE LISTS

- 31.1 The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The lists shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.
- 31.2 LACERA will make available to each new employee entering the Unit a card furnished by Local 721 written as follows:

LACEA, Local 721 SEIU has been certified as your exclusive representative.

LACEA, Local 721 SEIU is certified to represent you in negotiations with LACERA on salaries, hours of work and conditions of employment.

If you want information or if you wish to join LACEA Local 721, SEIU call (213) 748-9000 or see your Union Representative where you work.

LACEA, Local 721, SEIU, 500 South Virgil Street, Los Angeles, CA 90020

## ARTICLE 32 - STRIKES AND LOCKOUTS

- 32.1 During the life of this MOU no work stoppage, strikes, sympathy strikes, slowdowns, or picketing shall be caused or sanctioned by Local 721 and no lockouts shall be made by LACERA.
  
- 32.2 In the event any employees covered by this MOU, individually or collectively, violate the provisions of this Article and Local 721 fails to exercise good faith in halting the work interruption, Local 721 and the employees involved shall be deemed in violation of this Article and LACERA shall be entitled to seek all remedies available to it under applicable law.

## ARTICLE 33 - OBLIGATION TO SUPPORT

- 33.1 The parties agree that subsequent to the execution of this MOU and during the period of time said Memorandum is pending before the Boards for action, neither Local 721 nor LACERA nor their authorized representatives, will appear before the Boards or meet with members of the Boards individually to advocate any amendment, addition or deletion to the terms and conditions of this MOU.
- 33.2 It is further understood that this Article shall not preclude the parties from appearing before the Boards nor meeting with individual members of the Boards to advocate or urge the adoption and approval of this MOU in its entirety.

ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, WAIVER

- 34.1 A. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.
- B. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in Section 2 of this Article.
- 34.2 A. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.
- B. It is recognized that during the term of this MOU it may be necessary for LACERA to make changes in rules or procedures affecting the employees in the Unit.
- C. LACERA shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.
- 34.3 Nothing herein shall limit the authority of LACERA to make necessary changes required during emergencies. However, LACERA shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.
- 34.4 Where LACERA makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, LACERA shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.
- 34.5 The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## ARTICLE 35 - AUTHORIZED AGENTS

- 35.1 For the purpose of administering or modifying the terms and provisions of this MOU:
- A. LACERA's principal authorized agent shall be LACERA's Chief Executive Officer, or his/her duly authorized representative (Address: 300 N. Lake Avenue, Suite 820, Pasadena, CA 91101-4199; Telephone: (626) 564-6000), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  - B. The Local 721 principal authorized agent shall be the General Manager, or his/her duly authorized representative (Address 500 South Virgil Street, Los Angeles, CA 90015; Telephone: (213) 368-8660).

ARTICLE 36 - PROVISIONS OF LAW

- 36.1 It is understood and agreed that this MOU is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County.
- 36.2 If any part or provision of this MOU is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or roles and the remainder of this MOU shall not be affected thereby.

## ARTICLE 37 - MANAGEMENT RIGHTS

- 37.1 It is the exclusive right of LACERA to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered and exercise control and discretion over its organization and operations.
- 37.2 It is also the exclusive right of LACERA to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which LACERA's operations are to be conducted and to reorganize any operational unit.
- 37.3 However, LACERA shall, at the earliest time possible, meet and confer with Local 721 on the impact of any decision to exercise its rights as set forth hereinabove when such issues are not covered by Civil Service rules or Memoranda of Understanding.
- 37.4 The exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

## ARTICLE 38 DUES DEDUCTION AND AGENCY SHOP

### Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State Law, monthly by LACERA from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper union deductions made from the salaries of employees covered hereunder shall be made to the Union by LACERA within thirty (30) working days after the conclusion of the month in which said dues and deduction were deducted.

### Sections 2 Security Clause

Any employees in this unit who have authorized union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by LACERA during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the period of May 11, 2010 through June 1, 2010, by notifying the Union of their termination of union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information; employee name, employee number, job classification, department name and name of Union from which dues deduction are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

### Sections 3. Agency Shop Election

If 30% of the employees represented by this unit are dues paying members of the Union, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this MOU to determine whether a majority of the employees in the Bargaining Unit covered by this MOU are in favor of an agency fee agreement provided in Government Code 3502.5 (a). This election shall be administered by the Employee Relations Commission (ERCOM). The ERCOM shall notify LACERA and the union of the result of the election. The Union shall be responsible for the cost of the election.

The parties will encourage ERCOM to establish election procedures which are designed to produce the maximum possible participation in the election. However, if less than 20% of the employees in this Bargaining Unit vote in this election, agency shop shall be deemed rejected. If at least 20% of the employees in the Bargaining Unit vote, and a majority of those voting do vote in favor of an agency shop, then the Union shall notify

LACERA, and LACERA shall immediately thereafter notify all employees in the Bargaining Unit that they will then be required, as a condition of continued employment, either to join the Union or to pay a Fair Share Fee equal to the union dues or pay the Union an Agency Fee as provided in Government Code Section 3502.5 (a).

It is mutually agreed by the parties that this Unit shall be covered by the agency shop provisions if a majority of the Unit members so vote at the election. If a majority is not secured by vote, the provisions of maintenance of membership set forth in Section 2 shall apply for the term of the MOU.

#### Section 4

If at least 20% of the employees in the Bargaining Unit vote, and a majority of those voting do vote in favor of an agency shop, the following provisions of this Section 4. shall apply:

##### A. Agency Shop Defined

It is mutually agreed by the parties that the term “agency shop” means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a fair Share Fee equal to union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Service Code for the duration of this MOU, or a period of three years from the effective date of this MOU, whichever comes first.

##### B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which as historically held conscientious objection to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles Charitable Giving Program.

##### C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency Shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this MOU may be rescinded by the majority vote of all the employees represented by this Unit under procedures established by the ERCOM. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There can only be a maximum of one election during the term of this MOU.

E. Union Responsibilities –Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teacher Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by LACERA subject to this MOU on or after the date of implementation of this Article, shall be provided, through LACERA, with a notice advising that LACERA has entered into an Agency Shop agreement with the Union and that all employees subject to the MOU must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction of union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or LACERA Human Resources Office. If the form is not completed and returned within thirty (30) working days, the County Auditor-Controller shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deduction Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

LACERA will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this MOU.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this unit.

H. Indemnification Clause

The union agrees to indemnify and hold LACERA harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

## ARTICLE 39 – TEMPORARY EMPLOYEES

- 39.1 Quarterly, LACERA shall give Local 721 a status report concerning the use of temporary employees. Such report shall include county and agency temporary employees, show the number of temporary employees, the classification of each, the starting and ending date of the employee, and the status of that temporary employee.

#### ARTICLE 40 - JOINT LABOR/MANAGEMENT COMMITTEE

- 40.1 A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- 40.2 The Joint Labor/Management Committee shall consist of up to a total of six (6) representatives from either/or units 850 or 851. The employee representatives shall be designated by the Union.
- 40.3 The Joint Labor/Management Committee shall meet quarterly or more or less often as determined by the Parties.

## ARTICLE 41 - ENHANCED VOLUNTARY TIME-OFF PROGRAM

### Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

### Program Requirements:

The EVTO program includes the following elements and requirements:

EVTO shall be available to employees for the fiscal years 1992-93 and 1993-94 and will commence upon Board approval. This program may be offered in fiscal years beyond 1993-94 subject to Board Approval.

To maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the CEO or his/her designee.

During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the department in determining project savings.

In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by management.

In the event of a County emergency affecting public health or safety, a department may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of the CEO to terminate any leave of absence as described in Civil Service Rule 16.04.

An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced workweek schedule (4/36 or other); or as occasional days off with Management approval.

EVTO will not affect flexible benefits plan County contributions or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within 30 days following the end of the month in which the contribution was not made.

EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

An employee may take a total of one year of EVTO with the following parameters:

A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

After the first 60 days of EVTO, the 60-day EVTO benefit guarantees will not apply.

Retirement service credit will not accrue during this period.

FLSA Non-exempt employees may request EVTO in increments as little as one hour.

EVTO is granted without requiring employees to first use accumulated vacation compensatory time-off.

EVTO is not available to employees on any other paid or unpaid leave.

The CEO may continue to approve other unpaid leave of absences.

If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

EVTO will be actively encouraged by Management and Local 721 to achieve savings.

Special Unpaid Voluntary Time-Off (60)-Day Program

Benefits Protected

Vacation Accrual

Sick Leave Accrual

Savings and Horizons Plan\*

Flexible Benefit Contributions

Step Advance

Retirement Service Credit\*\*

Military Leave

Benefits Not Protected

Jury Leave

Bereavement Leave

Witness Leave

Civil Service Examination Leave

Weekend Pay

Holiday Pay

\* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 42 - NEW EMPLOYEE ORIENTATION

42.1 Subject to prior approval of the CEO or designee, Local 721 representatives may participate in new employee orientation for the sole purpose of providing employees information regarding union membership.

42.2 This article shall be subject to advisory arbitration.

## ARTICLE 43 - ALTERNATIVES TO LAYOFFS

- 43.1 If LACERA determines that workforce reductions are necessary, LACERA shall factor in attrition, implement transfers of qualified employees to available vacancies, and allow voluntary demotions before laying off any employee. Nothing in this paragraph limits LACERA's authority to implement layoffs pursuant to Civil Service Rules.
- 43.2 Where permanent employees have received a notice of layoff, or are on a County re-employment list, LACERA will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such LACERA employees are qualified to perform the available work. Nothing in this paragraph has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.
- 43.3 LACERA will develop and implement a program which will match employees scheduled to be laid off with Los Angeles County departments who are hiring workers.

ARTICLE 44 – WORKPLACE TRAINING AND CAREER DEVELOPMENT

- 44.1 LACERA, in conjunction with Local 721, agrees to seek State and Federal funds for the purpose of retraining employees laid off as a result of restructuring at LACERA. If funds are received, LACERA shall, at the written request of Local 721, negotiate about the use of such funds.

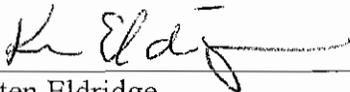
ARTICLE 45 – CALWORKS

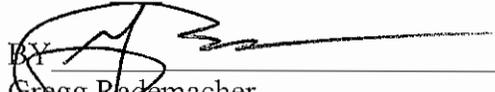
- 45.1 If LACERA decides to add employees under the provisions of State law regarding CALWORKS, then LACERA shall notify Local 721 and, at the written request of Local 721, shall negotiate the impact of the addition of such employees prior to the commencement on the CALWORKS program at LACERA.

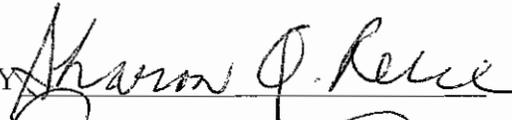
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY  
EMPLOYEES ASSOCIATION  
LOCAL 721, SEIU, AFL-CIO

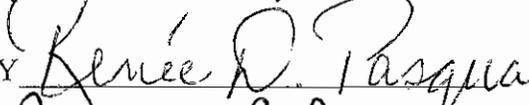
LOS ANGELES COUNTY  
EMPLOYEES RETIREMENT  
ASSOCIATION AUTHORIZED  
MANAGEMENT REPRESENTATIVES

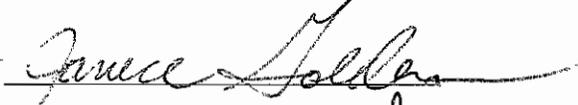
BY   
Kristen Eldridge  
Local 721

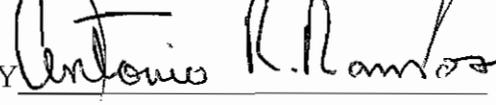
BY   
Gregg Rademacher  
Chief Executive Officer

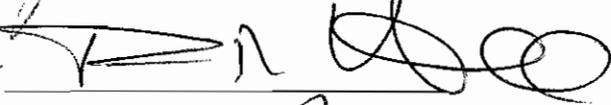
BY 

BY 

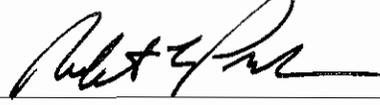
BY 

BY 

BY 

BY 

BY \_\_\_\_\_

BY 

BY \_\_\_\_\_

BY 

BY \_\_\_\_\_

BY 